

08 C 1395

JUDGE MAROVICH
MAGISTRATE JUDGE MASON

EXHIBIT J

A.
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

Case 1-08-01395 Document 1-5 Filed 04/01/08

Page 2 of 17

<input type="checkbox"/> FHA	<input type="checkbox"/> Fmha	<input checked="" type="checkbox"/> CONV. UNINS.	<input type="checkbox"/> VA	<input type="checkbox"/> CONV. INS.
6. FILE NUMBER: 276850IMK-HB		7. LOAN NUMBER: 1012041881		
8. MORTGAGE INS CASE NUMBER:				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

1.0 3/98 (276850.PFD/276850IMK-HB/13)

D. NAME AND ADDRESS OF BORROWER: DOROTHY LEAKS	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER: NEW CENTURY MORTGAGE ONE PIERCE PLACE, STE 1200 ITASCA, IL 60143
G. PROPERTY LOCATION: 11361 SOUTH FOREST AVENUE CHICAGO, IL 60628 COOK County, Illinois 25-22-116-017	H. SETTLEMENT AGENT: Law Title Insurance Agency Inc.-Naperville Agent for: Law Title Insurance Company, Inc.	I. SETTLEMENT DATE: January 26, 2007 Disburse:01/31/07
	PLACE OF SETTLEMENT 2900 Ogden Ave., Suite 108 Lisle, Illinois 60532	

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	9,118.30	403.	
104. Payoff first mortgage to CHASE	199,460.62	404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes	to	406. City/Town Taxes	to
107. County Taxes	to	407. County Taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	208,578.92	420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	208,000.00	502. Settlement Charges to Seller (Line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. BROKER CREDIT	578.92	504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes	to	510. City/Town Taxes	to
211. County Taxes	to	511. County Taxes	to
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	208,578.92	520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	208,578.92	601. Gross Amount Due To Seller (Line 420)	
302. Less Amount Paid By/For Borrower (Line 220)	(208,578.92)	602. Less Reductions Due Seller (Line 520) ()	
303. CASH (FROM) (TO) BORROWER	0.00	603. CASH (TO) (FROM) SELLER	0.00

? What's being
escrowed

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price \$ @ %
 Division of Commission (line 100) 108-CV-01395 Document 1-5 Filed 03/07/2008 Page 3 of 17

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
701. \$ to				
702. \$ to				
703. Commission Paid at Settlement	to			
704.	to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee 1.4418 %	to ILLINOIS MORTGAGE FUNDING		2,999.00	
802. Loan Discount %	to			
803. Appraisal Fee to				
804. Credit Report to ILLINOIS MORTGAGE FUNDING			6.43	
805. PROCESSING FEE to ILLINOIS MORTGAGE FUNDING			998.00	
806. Processing Fee to NEW CENTURY MORTGAGE			310.00	
807. Flood Certification Fee to NEW CENTURY MORTGAGE			11.20	
808. Underwriting Fee to NEW CENTURY MORTGAGE			450.00	
809. Tax Service Fee to NEW CENTURY MORTGAGE			78.00	
810.				
811.				
812. Yield Spread Premium to ILLINOIS MORTGAGE FUNDING		POC \$3,120.00L		
813.				
814.				
815.				
816.				
817.				
818.				
819.				
820.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From 01/31/07 to 02/01/07 @ \$ 50.72000/day (1 days %)			50.72	
902. Mortgage Insurance Premium for months to				
903. Hazard Insurance Premium for 1.0 years to ALLSTATE			336.84	
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance 1,000 months @ \$ 120.79 per month			120.79	
1002. Mortgage Insurance months @ \$ per month				
1003. City/Town Taxes months @ \$ per month				
1004. County Taxes 6,000 months @ \$ 209.12 per month			1,254.72	
1005. Assessments months @ \$ per month				
1006. months @ \$ per month				
1007. months @ \$ per month				
1008. AGGREGATE ADJUSTMENT months @ \$ per month			-120.98	
1100. TITLE CHARGES				
1101. Settlement or Closing Fee to Law Title Insurance Agency, Inc.-Naperville				
1102. Abstract or Title Search to Law Title Insurance Agency Inc.-Naperville			647.00	
1103. Title Examination to				
1104. Title Insurance Binder to				
1105. Document Preparation to				
1106. Notary Fees to				
1107. Attorney's Fees to				
(includes above item numbers:)		
1108. Title Insurance to IMF TITLE			300.00	
(includes above item numbers:)		
1109. Lender's Coverage \$ 208,000.00		300.00		
1110. Owner's Coverage \$				
1111. Payoff/Package Handling fee to Law Title Insurance Agency, Inc-Naperville				
1112.				
1113.				
1114. Recording Service Fee to Law Title Recording account				
1115. Certificate of Release Service to Law Title Recording account				
1116. State of Illinois Policy fee to Law Title Insurance Company, Inc.			3.00	
1117. UNDERWRITER PREMIUM to Law Title Insurance Agency, Inc-Naperville			104.00	
1118.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed \$; Mortgage \$ 72.00; Releases \$ 36.00			108.00	
1202. City/County Tax/Stamps: Revenue Stamps : Mortgage				
1203. State Tax/Stamps: Revenue Stamps : Mortgage				
1204. City Transfer Tax to Law Title Recording Account				
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey to				
1302. Pest Inspection to				
1303. PAY AS DIRECTED to CHGO MUN FCU			750.00	
1304. 2006 1st Installment taxes to LAW TITLE TAX DEPT.			711.58	
1305.				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			9,118.30	

Certified to be a true copy.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

For use with Adjustable Rate Mortgage Loans

Case 1:08-cv-01395 Document 1-5 Filed 03/07/2008

Date: January 26, 2007
Borrower(s): DOROTHY LEAKS

Loan# 1012041881

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Property 11361 S FOREST AVE
Location:

Chicago, IL 60628-5022

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate. 10.714%	The dollar amount the credit will cost you. \$ 613,662.08	The amount of credit provided to you or on your behalf. \$ 203,096.65	The amount you will have paid after you have made all payments as scheduled. \$ 816,758.73

 Preliminary Rediscovery Final

Your payment schedule will be:

No. of Payments	Amount of Payments **	When Payments are Due
24	\$ 1,588.44	03/01/07
6	\$ 1,828.02	03/01/09
329	\$ 1,905.03	09/01/09
1	\$ 140,913.18	02/01/37
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

 This obligation has a demand feature.

This is a variable-rate Loan. Disclosures were provided to you earlier.

Filing Fees \$ 56.50

Non-Filing Insurance \$ N/A

Security: You are giving a security interest in the property located at

 11361 S FOREST AVE, Chicago, IL 60628-5022

Late Charge: If payment is 15 days late, you will be charged 5.000% of the payment.

Prepayment: If you pay off early, you

may will not have to pay a penalty.
 may will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying your home

cannot assume the remainder of the mortgage on the original terms.
 may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.
e means an estimatePROPERTY INSURANCE: Property hazard insurance to replace the cost of improvements with a loss payable clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any company acceptable to the lender. Hazard insurance is not available through the lender at an estimated cost of N/A for a N/A year term.

I/We hereby acknowledge receipt of this disclosure.

DOROTHY LEAKS

Date

Date

Date

Date

** NOTE: Payments shown above do not include deposits for taxes, assessments, and property or flood insurance.

DEFINITION OF TRUTH-IN-LENDING TERMS

ANNUAL PERCENTAGE RATE

This is not the Note rate for which the borrower applied. The Annual Percentage Rate (APR) is the cost of the loan in percentage terms taking into account various loan charges of which interest is only one such charge. Other charges which are used in calculation of the Annual Percentage Rate are Private Mortgage Insurance or FHA Mortgage Insurance Premium (when applicable) and Prepaid Finance Charges (loan discount, origination fees, prepaid interest and other credit costs). The APR is calculated by spreading these charges over the life of the loan which results in a rate generally higher than the interest rate shown on your Mortgage/Deed of Trust Note. If interest was the only Finance Charge, then the interest rate and the Annual Percentage Rate would be the same.

PREPAID FINANCE CHARGES

Prepaid Finance Charges are certain charges made in connection with the loan and which must be paid upon the close of the loan. These charges are defined by the Federal Reserve Board in Regulation Z and the charges must be paid by the borrower. Non-Inclusive examples of such charges are: Loan origination fee, "Points" or Discount, Private Mortgage Insurance or FHA Mortgage Insurance, Tax Service Fee. Some loan charges are specifically excluded from the Prepaid Finance Charge such as appraisal fees and credit report fees.

Prepaid Finance Charges are totaled and then subtracted from the Loan Amount (the face amount of the Deed of Trust/Mortgage Note). The net figure is the Amount Financed as explained below.

FINANCE CHARGE

The amount of interest, prepaid finance charge and certain insurance premiums (if any) which the borrower will be expected to pay over the life of the loan.

AMOUNT FINANCED

The Amount Financed is the loan amount applied for less the prepaid finance charges. Prepaid finance charges can be found on the Good Faith Estimate/Settlement Statement (HUD-1 or 1A). For example if the borrower's note is for \$100,000 and the Prepaid Finance Charges total \$5,000, the Amount Financed would be \$95,000. The Amount Financed is the figure on which the Annual Percentage Rate is based.

TOTAL OF PAYMENTS

This figure represents the total of all payments made toward principal, interest and mortgage insurance (if applicable).

PAYMENT SCHEDULE

The dollar figures in the Payment Schedule represent principal, interest, plus Private Mortgage Insurance (if applicable). These figures will not reflect taxes and insurance escrows or any temporary buydown payments contributed by the seller.

PREPAYMENT PENALTY

The prepayment section of your Truth in Lending disclosure statement will show if your loan "may" or "will not" have a prepayment penalty. A prepayment penalty is a charge that is added to the payoff amount if a loan is voluntarily paid in full prior to the expiration of the prepayment penalty term. Your lender offers loans with or without prepayment penalties. Please discuss the options with your loan officer and read your closing documents carefully to make sure you understand the terms of your loan.

BORROWER(S)/OWNER(S) DOROTHY LEAKS

ADDRESS: 11361 S FOREST AVE
 CITY/STATE/ZIP: CHICAGO, IL 60608
 PROPERTY: 11361 S FOREST AVE, Chicago, IL 60628-5022

YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage/lien/security interest on your home. You have a legal right under federal law to cancel this transaction, without cost, within THREE BUSINESS DAYS from whichever of the following events occurs last:

- (1) The date of the transaction, which is January 26, 2007
 or
 (2) The date you received your Truth In Lending disclosures;
 or
 (3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 CALENDAR DAYS after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at:

New Century Mortgage Corporation
 One Pierce Place, Ste 1200
 Itasca, IL 60143

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT of January 30, 2007

(C. (insert 3 DAY DATE)
 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

(Borrower's signature if exercising right to cancel)

D. (CANCEL DATE)

Each of the borrowers/owners in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective as to all borrowers/owners.

The undersigned each acknowledge receipt of two copies of NOTICE of RIGHT TO CANCEL

DOROTHY LEAKS

B. SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

PLEASE READ BEFORE COMPLETING THIS FORM

To proceed with this transaction, enter the following: (A): TRANSACTION DATE, which is the date the borrower signs loan documents (consummates this transaction); (B): Borrower's signature and SIGNATURE DATE, which is the date borrower signs this document; (C): 3 DAY DATE, which is the third business day following the TRANSACTION DATE. If SIGNATURE DATE of last signer is later than the TRANSACTION DATE, contact lender to confirm correct 3 DAY DATE. Do not make any amendments, erasures, strikeouts, whiteouts or alterations to the document without prior written authorization from the Lender. Should an error occur in the completion of this form, contact Lender immediately. Each borrower must be provided 2 completed, signed copies of this form.

To cancel this transaction: the borrower signs and enters the Cancellation Date (D) in the space following the words "I WISH TO CANCEL." Borrower may also cancel this transaction by mailing or delivering this or any written form of cancellation notice to Lender within 3 business days after signing loan documents.

1012041881

EXHIBIT M



Customer Service
Loan Counseling
Mortgage Refinancing/2nd Mortgage

1-800-561-4567
1-888-788-7306
1-888-438-6236

Mortgage Statement

Statement Date	02/15/07
Loan Number	1012041881
Payment Due Date	03/01/07
Current Payment	\$1,918.36
Past Due Amount(s)	\$.00
Unpaid Late Charges	\$.00
Other Charges	\$.00
Total Amount Due	\$1,918.36
After 03/16/07 Add	\$79.42

029057

RE

DOROTHY LEAKS
11361 S FOREST AVE
CHICAGO IL 60628-5022

|||||

Property Address:

11361 S FOREST AVE
CHICAGO IL 60628-5022

Account Information

Balances		Payment Factors	Year To Date Figures
Principal Balance	\$208,000.00	Interest Rate	8.900% Interest \$50.72
Escrow Balance	\$1,254.53	Principal & Interest	\$1,588.44 Taxes \$.00
Unpaid Late Charges	\$.00	Escrow Payment	\$329.92
Other Charges	\$.00	Optional Products	\$.00
Suspense Balance	\$.00	Other	\$.00
		Total Payment	\$1,918.36

Important Messages

Available Now: Online Access at MyLoan.NewCentury.com!

New Century Mortgage Corporation offers you a new resource. MyLoan.NewCentury.com our loan servicing Web site available now.

At MyLoan.NewCentury.com, you can get 24/7 access to review your account balance and activity, verify your loan details, contact us with questions, and request your loan payoff amount. Customer service representatives are also available at 800.561.4567 Monday through Friday, 6:00 a.m. to 6:00 p.m. pacific time.

Activity Since Your Last Statement

Date	Description	Amount	Principal	Interest	Escrow	Late Charge	Miscellaneous
02/05	Closing Interest	\$50.72		\$50.72			
02/05	Single Item Rece	\$1,254.53			\$1,254.53		

Special Messages

Now you can make your mortgage payments online. It's fast, it's easy and it's free!!!

Pay-By-Web at <https://myloan.newcentury.com>

Announcing our new automated SpeedPay IVR/telephone feature. If your loan is due for the current month, you can now make your payment through our automated IVR for only \$5.00 with no waiting. This feature is available 24 hours a day. To avoid negative credit reporting, all payments must be made prior to 8:00 PM PST on the last business day of the month. Call 1.888.788.7306 to access this system.

EXHIBIT N

HomEq Servicing

07/27/2007

DOROTHY LEAKS
11361 FOREST AVE
CHICAGO, IL 60628-5022

Re: Loan # 0326219516
11361 S FOREST AVE
CHICAGO, IL 60628-0000

Dear Borrower (s)

This letter is provided as a courtesy to inform you that HomEq Servicing is in receipt of funds to pay your loan in full. Once the funds have been verified, and if your loan was secured by a Mortgage, a Lien Release will be processed and sent to the appropriate recorder's office to remove the lien against your property. If your loan was not secured by a Mortgage, no lien release is needed. Your original Note and/or Security document(s) (if applicable) marked "Paid In Full" will be sent to you.

We at HomEq would like to take this opportunity to thank you for your patronage.

Sincerely,

Customer Service Department

1-877-867-7378 (Toll Free)

Hours: Mon-Fri 5:30AM to 5:30PM, PST

EXHIBIT O

LAW OFFICES OF AL HOFELD, JR., LLC
208 S. LaSalle Street, Suite #1650
Chicago, Illinois 60604
Phone - 312-345-1004
Fax - 312-346-3242 (FAX)
Email: al@alhofeldlaw.com

March 5, 2008

BY REGULAR MAIL

WMC Mortgage Corp.
c/o Prentice Hall Corporation
33 North LaSalle Street,
Chicago, IL, 60602

Chase Home Finance, LLC
c/o CT Corporation System,
208 South LaSalle Street, Suite #814
Chicago, IL 60604

Re: Notice of TLA rescission, claim and lien for Dorothy Leaks, 11361 South Forest Avenue, Chicago, Illinois 60628; loan of September 6, 2006, originated by WMC Mortgage Corporation

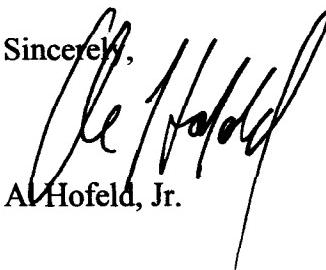
Ladies/Gentlemen:

The above client hereby gives notice that she rescinds the above loan for noncompliance with the Truth in Lending Act.

Please be further advised that we have been retained by the above client to file suit against you and that we claim a lien upon said recovery for 1/3 or such amount as a court awards.

If you claim that the owner of the loan was other than yourself, please identify the owner pursuant to the servicer's obligation under 15 U.S.C. §1641(d).

Finally, please provide a complete account history so that we may compute the appropriate amount to be tendered.

Since [redacted],

Al Hofeld, Jr.

Cc: client

I, Al Hofeld, Jr., under penalty of perjury, as provided for by 28 U.S.C. §1746,
certify that I had a copy of the foregoing document sent to the listed addressees on March 5, 2008.

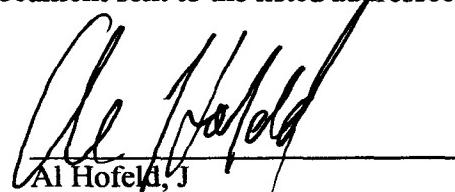

Al Hofeld, Jr.

EXHIBIT P

(2)

EDELMAN, COMBS, LATTURNER & GOODWIN, L.L.C.**120 S. LaSalle Street, 18th floor****Chicago, Illinois 60603-3403****(312) 739-4200****(800) 644-4673****(312) 419-0379 (FAX)****Email: edcombs@aol.com****www.edcombs.com**

April 27, 2007

BY CERTIFIED MAIL

Mortgage Electronic Registration System, Inc.

c/o registered agent

CT Corporation System

208 S. LaSalle St., Suite 814

Chicago, IL 60604

Barclays Capital Real Estate, Inc., d/b/a HomEq Servicing

c/o registered agent

Illinois Corporation Service Co.

801 Adlai Stevenson Dr.

Springfield, IL 62703

Re: Notice of rescission, claim and lien, Dorothy Leaks, 11361 S. Forest Avenue, Chicago, IL 60628, loan of Jhan. 26, 2007.

Ladies/Gentlemen:

The above client hereby gives notice that she rescinds the above loan for noncompliance with the Truth in Lending Act.

Please be further advised that we have been retained by the above client to file suit against you and that we claim a lien upon said recovery for 1/3 or such amount as a court awards.

If you claim that the owner of the loan is other than one of you, please identify the owner pursuant to 15 U.S.C. §1641(d).

Finally, please provide an account history so that we may compute the appropriate amount to be tendered.

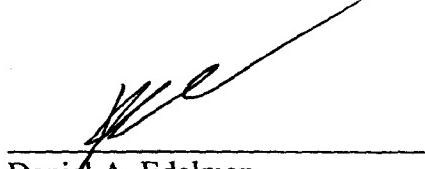
Sincerely,



Daniel A. Edelman

cc: client

I, Daniel A. Edelman, under penalty of perjury, as provided for by 28 U.S.C. §1746,
certify that I had a copy of the foregoing document sent to the addressees on April 27, 2007.



Daniel A. Edelman